

CONCILIATION COMMISSIONER REPORTS

No. 2, 1975

Conciliation Commissioner Reports in disputes between:

United Air Lines Inc. and International Association of Machinists and Aerospace Workers, Local Lodge 1500

The Atlantic Pilotage Authority and The Canadian Merchant Service Guild

Cape Breton Development Corporation (Coal Division) and United Mine Workers of America, District 26

Grimshaw Trucking and Distributing Ltd. and General Teamsters, Local Union No. 362




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CANADA DEPARTMENT OF LABOUR

Reports of Boards of Conciliation

Hon. John Munro, Minister

T. M. Eberlee, Deputy Minister



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Report of the Conciliation Commissioner appointed to deal with a dispute involving
United Air Lines Inc. (hereinafter called the Company)
and
International Association of Machinists and Aerospace
Workers, Local Lodge 1500 (hereinafter called the Union)

The Conciliation Commissioner appointed by the Minister of Labour to deal with this dispute was Professor J. C. Smith of Vancouver. His report was received by the Minister in June.

This dispute arises from proposals for the revision of a collective agreement which expired on December 31st, 1974.

The Company is the largest of the American Domestic Airlines. It operates scheduled flights into Vancouver where forty persons are employed, and Toronto where the operation is contracted out. The Company has traditionally paid its Canadian employees the same rates as their American counterpart. While at first this worked to the Canadian employees benefit, it now produces a serious problem since the Canadian rates in the industry, in recent years, have moved past those paid in the United States.

The Union was first certified as bargaining agent for the employees on the 26th of September, 1973. The first Collective Agreement was not signed until the 20th of June 1974. The Company at that time took the position that they would not pay higher rates in Canada than those paid in the United States. The dispute over the terms of the first Contract was heard by Mr. Hugh Ladner, Conciliation Commissioner. He did not accept the arguments of the Company, but did recommend a modest settlement because it was the first Agreement. The Company was able to accept the recommended wage settlement because an increase paid in the United States brought the wages paid there up to the level recommended by the Conciliation Commissioner.

At these proceedings the Company has taken the position that they will not depart from the pattern of their settlements in the United States, which would generate only a 6.3% wage rate increase. This stand by the Company has made conciliation impossible.

The Company offered two reasons why they should not depart from the terms of settlement which they have reached with their American employees. The first argument is that if they paid more to their Canadian employees who are unionized, than they do to their domestic employees, some of (whom) are not, this would influence some of their non-union employees to elect for unionization in a vote to be held in the near future.

That may be a reason, but certainly it is not a good justification for the Company to pay its Canadian employees less than what is being paid comparable employees doing comparable work in other airlines.

The second argument which the Company makes is that if parity is not maintained, the higher Canadian settlements would be used by their Company's domestic employees as a basis for higher demands in their own settlements.

The Company is already paying its employees in Hawaii at substantially higher rates than on the mainland. In spite of this, they have been able to maintain a difference in rates paid in the state of Hawaii and the mainland rates.

The argument that wage settlements must take into account national differences, is a very powerful one. There are many companies operating in both Canada and the United States, which are able to maintain rate differences. I am sure that United Airlines will be able to do the same. It seems obvious to me that one cannot give only a 6.3% wage increase in a province where the average

increase for the 1st quarter of 1975 was 20.2%. The effects of inflation would be such as to result in a wage cut.

In conclusion, I can find no good reason why the terms and conditions of employment should be little different than those in effect in comparable Canadian operations.

In particular, I believe the Company should pay similar rates, have similar hours, and give similar benefits as those in effect between C.P. Air and its employees, unless special circumstances prevail. I would, in the normal course of events, have recommended that the two parties settle on terms similar to those agreed upon by C.P. Air and Lodge 754 of I.A.M. in their most recent contract. That contract is of a two-year duration providing for a 15% increase in the first year, with a further 10% in the second.

The Union, however, being sensitive to the Company's problems, are willing to settle for less. I will, therefore lower my recommendations to conform with the responsible position which the Union has taken.

I therefore recommend as follows regarding the items in dispute:

PREAMBLE

Para. 1 This Agreement is made and entered into in accordance with the provisions of the Canada Labour Code, Part V, as amended, by and between United Air Lines, Incorporated, hereinafter referred to as the "Company", and the International Association of Machinists and Aerospace Workers, Skyline Lodge No. 1500, hereinafter referred to as the "Union".

Para. 4 There shall be no discrimination between employees covered by this Agreement because of age, sex, race, creed, colour, national origin, marital status, or political belief.

ARTICLE I RECOGNITION

Add to the existing article:

"Officers of the Union and Shop Stewards will be permitted to wear Union identification while performing their Customer Service duties."

ARTICLE II CLASSIFICATION OF WORK

- A. No change.
- B. No change.
- C. Management personnel shall not engage in or be utilized in any way to perform work which is normally performed by personnel covered by this Agreement.
- D. No change.

ARTICLE III HOURS OF SERVICE

- A. and B. Except where the needs of the service provide otherwise, the standard work week for full time employees will consist of a five (5) day, thirty-seven and one half (37.5) hour operation. Scheduled days off will be consecutive, provided that employees who are regularly scheduled to have Sunday and Saturday off in each calendar week will be considered as having consecutive days off.
- F. Unless not otherwise possible, vacation Relief Agents shall be scheduled into the vacationing employee's shift.

ARTICLE IV OVERTIME AND HOLIDAYS

- A. No change.
- E. No change.
- H. Change "the day after Thanksgiving" to "B.C. day." Add one more statutory holiday to bring the total number to 11.
- I. No change.
- L. The Company will reduce the number of employees required to work on holidays to those needed to meet the requirements of its operations. When less than the total number of employees within a shift who are scheduled to work are not required to work on the holiday, senior employees will be given preference to work or be off and junior employees may be required to work. Employees selected for holiday work shall be notified seven (7) calendar days in advance of a holiday whether it is anticipated that their services will be required on the holiday, and notice of adjustments in planned holiday coverage required by the needs of the service will be made by the end of the employee's last shift worked prior to the holiday.
- N. Union withdraws demand for new clause.
- O. New clause added as 'N'.

An employee will observe his Birthday Holiday on his birthday except that an employee whose birthday falls on a regular work day not connected to his regular days off shall, at his option, observe his Birthday Holiday by connecting it with his regular days off by taking it on the last regular work day before his regular day off immediately preceding his birthday, his first regular work day following his regular days off immediately preceding his birthday, his last regular work day before his regular days off immediately following his birthday, or his first regular work day following the regular days off immediately following his birthday, provided that he gives the Company not less than thirty (30) days' notice in writing of his intention of doing so. In the event an employee's birthday falls on February 29, March 1 shall be considered as his birthday for purposes of this Paragraph, and if the employee's birthday falls on another of the holidays specified above, his next following work day shall be considered as his birthday.

- P. Union drops demand.

ARTICLE V SENIORITY

- I. When employees within the bargaining unit are promoted to a Supervisory position they will maintain their seniority, but shall not accrue seniority, within the bargaining unit. This will apply only after a six (6) months probationary period within the Supervisory position.
- K. No change.

ARTICLE VI REDUCTION IN FORCE AND RECALL

- E. Increase maximum from 10 to 13 weeks.
- I. Union drops demand.

ARTICLE VII LEAVE OF ABSENCE

- H. Union drops demand.

ARTICLE VIII VACATIONS

- B. Line 6: Commencing with the calendar year following the completion of ten (10) years of continuous service, an employee's vacation shall consist of four (4) weeks.
- Line 14: No change.

ARTICLE IX SICK LEAVE

- A. No change until line 10 which shall read: "... and will continue to accrue one (1) day of such sick leave credit for each month of continuous service up to a maximum of ninety (90) days."
- (This change shall not be retroactive.)
- J. Union drops demand.

ARTICLE X EXTENDED ILLNESS STATUS

- D. Every sixty (60) days the employee's condition shall be reviewed by the Company Balance same.

ARTICLE XI BARGAINING AND GRIEVANCE PROCEDURES

Add new paragraph I.

An employee who is to be questioned by Company representatives in the investigation of an incident which may result in disciplinary action being taken with him may request a Union representative to be present as an observer. The above does not apply to inquiries of employees by supervisors in the normal course of work.

ARTICLE XIII GENERAL AND MISCELLANEOUS

- B. No change.
- D. The Company will provide death and disability insurance coverage, at no cost to the employee and in the amounts set forth below, for any employee who in the course of his employment is killed, permanently disabled, or loses a member (as described herein) by a bomb explosion or felonious assault.

Death	\$100,000
Total Permanent Disability	100,000
Total Loss of Two Members	100,000
Total Loss of One Member	50,000

A "member" as described herein is defined as an arm, leg, or eye.

No employee will be required to participate in a "bomb scare" investigation against his wishes.

- E. No change.
- F. A revised medical-dental plan be accepted as outlined in Appendix A, of this Report.

ARTICLE XIV UNIFORMS

No change.

ARTICLE XVI SAFETY AND HEALTH

- B. No change.

- F. Suitable individual rain repellent garments shall be kept available for use of employees covered by this Agreement when they are required to work outside in the rain.
- H. Annual audiometric examinations will be provided by the Company for all employees whose regular assignment exposes them to high levels of noise concentration . . . Balance same.

PART-TIME EMPLOYMENT

I recommend that a letter of understanding be drafted and signed along the following lines.

L1.01 The Company will staff its operation with "full-time" employees whenever a reasonable degree of employee utilization can be achieved. It is recognized, however, that the use of part-time employees may be desirable due to the varying work loads, but such use will be avoided where it is possible to cover the work with full-time employees.

L1.02 When part-time employment is resorted to, care must be taken to avoid deterioration of the working conditions and scheduling of full-time employees.

L1.03 Therefore, the parties to this Agreement agree to co-operate and work harmoniously together to avoid wherever possible added burdens on full-time employees because of lack of training of part-time employees and to avoid imposing any threat to continuous employment of full-time employees.

L1.04 The following rules will be applied in the use of part-time employees:

- .01 Permanent employees will not be laid off or reclassified to part-time while part-time employees are employed.
- .02 Part-time employees will be paid a rate of not less than the minimum nor more than the maximum that is provided by this Agreement.
- .03 Each part-time employee will be limited up to four consecutive hours employment per day, and a total of 20 hours per week.
- .04 Where more than one part-time employee covers a period, the total combined coverage may provide not more than four and one half (4 1/2) hours of continuous coverage.
- .05 Where more than one period of coverage is required, the minimum spread between periods must be not less than four hours.

- .06 Overtime shall be covered by full-time employees on duty.
- .07 Recall for overtime will be limited to full-time employees.
- .08 In cases where full-time employees do not wish, or are not available to provide necessary overtime requirements, part-time employees may be used.
- .09 Employees shall be represented by the Union and will be subject to checkoff.
- .10 The total number of part-time employees in Canada performing duties under the scope of this Agreement shall not exceed 10% of the total number of full-time employees, including probationers, coming within the scope of this Agreement as at December 31st of each year and this limit on part-time employees shall not be exceeded during the ensuing year.

PENSIONS

I recommend that the Company and the Union work out together an equitable pension plan to apply to the Canadian operation.

PERSONAL DAY TRADES

I recommend that the Company and the Union sign a letter of understanding incorporating the present day trades practice.

WAGES

- a. I recommend that wages be raised by 12%, retroactive to January 1st, 1975.
- b. I recommend that shift premiums be increased to 32¢ per hour for afternoon shift, 39¢ per hour for night shift, and that the irregular shift premium be increased to 43¢ per hour.

DURATION OF THE AGREEMENT

In light of the modest recommendations as to wages, I recommend that the agreement be for one year's duration, terminating on December 31st, of 1975.

Dated at the City of Vancouver, Province of British Columbia, this 6th day of June, 1975.

(Sgd.) J. C. Smith,
Conciliation Commissioner.

Report of the Conciliation Commissioner appointed to deal with a dispute involving

The Atlantic Pilotage Authority (hereinafter called the "Authority")

and

The Canadian Merchant Service Guild (hereinafter called the "Guild")

The Conciliation Commissioner appointed by the Minister of Labour to deal with this dispute was Innis Christie of Halifax. His report was received by the Minister in June.

The Atlantic Pilotage Authority employs some sixty-five (65) pilots in ten pilotage areas on the Atlantic Coast. The last Collective Agreement between the Authority and the Canadian Merchant Service Guild, representing the pilots, expired January 31st, 1975. Direct negotiations were carried on by the parties and a considerable

number of clauses in the proposed new Collective Agreement were approved or "signed off." In due course the Conciliation Officer procedure was exhausted, with at least one of the "signed off" provisions, specifically that relating to work schedules, having been put back in issue by the Guild.

Major issues before me were work scheduling and overtime pay, which are involved in the work scheduling issue, along with wages. In the course of discussions the Guild raised several matters of dispute arising out of the previous Collective Agreement and produced some new demands not covered by the "signed off" clauses or mentioned by the Conciliation Officer. Tentative agreement was reached on a number of these matters but in each case the parties were careful to say that any agreement was subject to settlement of all outstanding issues. With the failure to resume proceedings before me I must, therefore, report that, apart from the matters arising under the previous Agreement, the following items are still in dispute:

1. Definitions
2. Application
3. Job Security
4. Questioning of Professional Judgment
5. Statutory Holidays
6. Work Schedules
7. Term of the Collective Agreement
8. Wages

It should be borne in mind that the bargaining unit involved here, although small, is complex in that operations in each of the ten different pilotage areas are very different, in terms of the number and size of ships handled, the physical properties of the port, including size, tides and ice conditions, the number of pilots employed, the degree of supervision possible, and the amount of travelling time involved for pilots. These are some of the variables.

My general recommendation is that the parties accept all clauses agreed upon or "signed off" by them prior to the Conciliation Officer stage, except for the recommended changes, set out below, to clauses 5, 15, 24 and 25. The "signed-off" provisions are appended hereto as Appendix "A". Also set out below are my recommendations for a "Definitions and Interpretation" clause, an "Application" clause, a "Statutory Holiday" clause, a "Work Schedules" clause, an "Effective Date" clause, and a Wage Schedule.

My detailed recommendations are as follows:

2. DEFINITIONS AND INTERPRETATION

2.01 For the purpose of this Agreement, unless the context requires a different meaning, the words:

- (a) "Assignment Duty" means the period from the time a pilot leaves his place of dispatch until he returns, provided that his time is spent directly in connection with a pilotage assignment;
- (b) "Apprentice Pilot" means any person holding an apprentice permit and who is employed by the Authority to perform the duties of same within the meaning of the Pilotage Act and the Regulations and By-laws made thereunder;
- (c) "Authority" means the Atlantic Pilotage Authority as referred to in the Pilotage Act;
- (d) "Bargaining Unit" means the unit of employees defined in Clause 1.01 of this Agreement;
- (e) "Chairman" means the Chairman of the Authority unless the context refers to another person;
- (f) "Daily Rate of Pay" means the annual rate of pay divided by 365 and "a day's pay" shall have a corresponding meaning;
- (g) "Director" means the Director of Operations of the Authority, or his representative;

- (h) "Guild" means the Canadian Merchant Service Guild;
- (i) "Injury-on-duty-leave"; for the purposes of Article 17 a pilot shall be considered to be acting in the course of his duties when he is on assignment duty;
- (j) "Membership Dues" means the dues established by the Guild pursuant to its Constitution and By-Laws and may include an initiation fee, assessment or an insurance premium if duly authorized;
- (k) "Pilot" means any person holding a licence as a pilot and employed by the Authority to perform the duties of same other than a pilot coming within the meaning of Section 9 (2) and (3) of the *Pilotage Act*;
- (l) "Pilotage Act" means Chapter 52, Statutes of Canada 1970-71-72 and the Regulations and By-Laws made thereunder;
- (m) "Place of Dispatch", unless otherwise specifically stated, means the pilot's regular place of abode.
- (n) "Weekly Rate of Pay" shall mean the annual rate of pay divided by 52.176.

NOTES TO CLAUSE 2:

- (a) This definition is particularly important for purposes of Clause 25 on work schedules. It is also necessary for proper reading of (i) of this clause, defining "Injury-on-duty-leave". Note that "Place of Dispatch" is defined in (m) of this clause. The Guild attached particular importance to its definition of these terms.
- (f) There was considerable dispute over the proper definition of "Daily Rate of Pay." The definition adopted in my recommendation is essentially that of the Authority but my substantive recommendations relating to overtime pay accept, in effect, the Guild's contention that a day's pay should be calculated by the formula $(1/240 \times \text{yearly salary})$ because I recommend the formula of calculating pay for a call-back day be $(1.5/365 \times \text{yearly salary})$.
- (i) Both parties apparently wish to include this in the definition clause although it is really a matter of substance and should be part of Clause 17.
- (j) This clause must be read in conjunction with Clause 10 which deals with the substance of the checkoff under the proposed agreement.
- (m) "Place of dispatch" must be defined for purposes of the "work schedule provisions" (see also definition (a) (above)) and for purposes of "Injury-on-duty-leave."

3. APPLICATION

3.01 The provisions of this Agreement apply to the Authority, to the Guild, and to all Pilots and Apprentice Pilots in the bargaining unit.

NOTES TO CLAUSE 3:

The disagreement of the parties in connection with this clause relates to whether or not the pay and benefits of seasonal pilots should be pro-rated. In fact there is at present only one seasonal port, Goose Bay, Labrador. My recommendation is that there be no special provision for Goose Bay in the Application clause. There is a special problem with regard to work assignment for the Goose Bay pilots which I recommend be dealt with under the "Work Schedule" provisions of Clause 25. The pro-rating of all benefits does not appear to me to be justified. For example, the severance pay provisions in Clause 20 should have full application, the vacation pay provisions in Clause 15 is self-adjusting as is the sick leave provision in Clause 18 and the provision for pensions. Special

provision should perhaps be made in the statutory holidays' clause. Remuneration is a matter of negotiation, taking into account the same variety of factors which were taken into account in all of the pilotage areas.

5. RIGHTS OF PARTIES

5.01 (As signed off. See Appendix "A").

5.02 No pilot shall cease to be employed by the Authority as a licenced pilot unless:

- (a) he resigns voluntarily;
- (b) he reaches retirement age or otherwise retires;
- (c) his licence is cancelled by the Authority in accordance with the provisions of the Pilotage Act; or
- (d) he is laid off in reverse order of the seniority of pilots assigned to his pilotage area, based on date of registration or issue of licence, by reason of either *force majeure* persisting over a period of six (6) months or a decrease in ship traffic on an annual basis for the area to which he is assigned;

provided that where a pilot is to be laid off or is on lay-off the Authority shall not hire a new pilot for any other area unless any pilot on lay-off or about to be laid off has been given a reasonable opportunity to transfer to that other area with such retraining as is necessary to comply with the licencing provisions of the Pilotage Act.

5.03 In the application of Clause 5.02 there shall be no reduction in the numbers of pilots in any area to meet temporary fluctuations in ship traffic in the course of a year.

NOTES TO CLAUSE 5:

Section 19 of the Pilotage Act now provides that when a pilot who is an employee of the Authority ceases to be employed as a licenced pilot he loses his licence. The Act provides the grounds upon which and the procedure by which a pilot may lose his licence. It does not, however, state the grounds upon which he may lose his employment. The pilots' concern about job security seems to me to be well founded. I believe the recommended clause may be acceptable to both parties.

8. GENERAL

NOTES TO CLAUSE 8:

The Guild proposed that the following be added:

8.06 The Director shall not take issue with any individual pilot concerning matters legitimately within the area of a pilot's professional judgment.

I am unable to accept that such a clause is warranted, in light of recommended job security provisions and the provisions of the Pilotage Act relating to licencing and qualifications.

15. VACATION LEAVE

15.01 During the term of this Agreement, the pilots shall earn Vacation Leave at the rate of two and one-third (2.33) days' leave for each calendar month in which he receives at least ten (10) days' leave.

15.02 (As signed off. See Appendix "A").

NOTES TO CLAUSE 15:

It was suggested by the Authority, and I think agreed to by the Guild, that the vacation leave entitlement should be unchanged

from the previous Agreement where it was as stated above. In any case, I would not recommend vacation leave be extended to 2.5 days per month from the present 2.33 days per month.

16. STATUTORY HOLIDAYS

16.01 Each pilot covered by this Agreement shall be granted eighteen (18) days' pay per annum in lieu of twelve (12) statutory holidays, to be pro-rated over twenty-six (26) pay periods per annum.

NOTES TO CLAUSE 16:

At the outset of the negotiations the parties were attempting to define twelve (12) statutory holidays. The main concern of both parties, however, seemed to be essentially a monetary one so my recommendation is that the wording of the previous Agreement be retained in any new Agreement. The only problem would appear to relate to the seasonal pilots in Goose Bay. My recommendation is that no specific mention be made of them and that they be treated like any other pilot who might be on the payroll for only part of the year. See my recommended Clause 25.5.

24. DUTY ROSTER

24.1 Following consultation with each area Pilots' Committee, the Authority shall draw up mutually acceptable duty, recall and coastal pilotage rosters for each Pilotage Area covered by this Agreement, taking into account the number of pilots available for each area and all other circumstances prevailing.

24.2 (As signed off. See Appendix "A").

24.3 (As signed off. See Appendix "A").

24.4 Pilots shall normally be assigned for duty *tour-de-role* as their names appear on the duty rosters.

NOTES TO CLAUSE 24:

The only change in Clause 24.1 is to take account of recall provisions recommended in Clause 25. My recommendation is that any overtime-recall provisions should apply to coastal pilotage off Newfoundland, in the Gulf of St. Lawrence and on the south shore of Nova Scotia. The only real distinction is that the Authority is required to supply pilots only in compulsory Pilotage Areas and does so for coastal pilotage as a service.

The Authority's proposal was that pilots on coastal pilotage duty be compensated by retaining a proportion of the pilotage fee. The final proposal by the Guild was that since the pilots are employees of the Authority and it is for the Authority to decide whether or not they should provide coastal pilotage services, it is appropriate that the pilots be paid when they are engaged in such services on the same basis as they are when engaged in compulsory pilotage. This makes sense to me and I have, therefore, made no separate recommendation in Clause 25 with regard to coastal pilotage.

Whether or not pilots are provided is the business of the Authority. When a man is assigned to pilotage duty, *tour-de-role*, he takes it whether it is in compulsory pilotage waters or in coastal waters. If he is on duty he should do it as part of the job obligations. If he is off duty he should be paid at the overtime rate in accordance with the call-back provisions under Clause 25. If the effect of a prolonged coastal duty is that the pilot is not available for regular duty when his regular schedule commences and an off-duty pilot must take his place no particular burden is placed on the Authority. The off-duty pilot who has been called in will, of course, have to be paid at the call-back rate, but on the other hand the pilot on coastal duty would cease earning overtime as soon as the time arrived for his return to the active duty roster.

25. WORK SCHEDULES

- 25.1 The normal tour of assignment duty for each pilot shall not exceed twelve (12) hours on any one assignment. To ensure that pilots are not fatigued when being dispatched to vessels at the end of a fourteen (14) hour period where rest between assignments is less than six (6) consecutive hours a pilot shall "book off" for a ten (10) hour uninterrupted period of rest.
- 25.2 Pilots in St. John's/Holyrood/Clareville/Placentia Bay, St. John's/Holyrood, Halifax, Cape Breton and Saint John shall work a schedule of seven (7) days on and seven (7) days off, exclusive of annual vacations.
- 25.3 Subject to Clause 25.7, where an off-duty pilot is recalled to the active duty roster he shall be available for duty under the terms of 25.1 above for the next twenty-four (24) hours, and shall be paid one and one-half (1 and ½) times his daily rate of pay in addition to his regular salary.
- 25.4 Pilots assigned to duty in Stephenville/Humber Arm/Port aux Basques and Miramichi shall be available for duty on the basis of fourteen (14) days on and seven (7) days off, exclusive of annual vacations.
- 25.5 Pilots assigned to duty in the Goose Bay Pilotage Area shall be available for duty under the terms of Clause 25.1 above on a continuous basis during the normal navigation season. At the end of the navigation season they shall be granted leave accumulated on the basis of two (2) days per five (5) days worked, plus annual vacations. The salaries of such pilots shall be reduced proportionately in accordance with the seasonal duration of their employment, provided that there shall be no reduction unless the pilot has been given a reasonable opportunity to transfer to another pilotage area for the period that Goose Bay is not operational, with such retraining as is necessary to comply with the licencing provisions of the Pilotage Act, and has refused.
- 25.06 Pilots assigned for duty in all other areas shall be available for duty as required, except for annual vacations.
- 25.07 For the purposes of naval fleet and/or oil rig movements all Halifax area pilots may be subject to recall with no extra pay provided that reasonable notice of not less than four (4) days, if possible, is given of such movements.

NOTES TO CLAUSE 25:

This clause, although signed off in a different form prior to the Conciliation Officer stage, has been a major matter of contention both before the Conciliation Officer and before me. After extensive consideration I have reason to believe that the proposed clause is one with which both parties can live.

The major concern of the pilots is that there be an obligation to pay overtime for off-duty work so that work schedule provisions will be self-policing. They feel that unless it is made costly for the Authority to use off-duty pilots there may be inadequate staffing. The Authority, on the other hand, feels that provision for overtime may be dangerous where the pilots themselves control the work schedules. This does not appear to be a problem for major Pilotage Areas where adequate administrative provision can be made for proper assignments. It would appear to be a danger in smaller pilotage areas. However, on the basis of the facts before me it appears very unlikely that there will be significant off-duty work outside the major ports unless there is a significant increase in traffic. The Goose Bay problem is a special one to which my recommendation for Clause 25.5 appears to be a possible solution.

The recommended change in Clause 25.1 may be acceptable to both parties and would appear to meet the pilots' fear of being given two twelve (12) hour assignments, separated by only an eight (8) hour period, which would be possible under the signed off version of Clause 25.1.

29. EFFECTIVE DATE

- 29.01 The term of this Agreement shall be from the 1st day of February, 1975 to the 31st day of January, 1977 and thereafter until amended by subsequent negotiations between the parties.
- 29.02 Unless otherwise expressly stipulated the terms of this Agreement shall become effective on the 1st day of February, 1975.

30. TERMINATION, RE-NEGOTIATION

- 30.01 The terms and conditions of this Agreement shall continue in effect until amended or cancelled due to subsequent negotiations.
- 30.02 Negotiations to amend this Agreement shall be subject to three months' notice in writing by either party hereto. Such notice may be given any time after the 31st of October, 1976. Negotiations shall commence within ten (10) days of the date of such notice.

NOTES TO CLAUSES 29 AND 30:

There was no suggestion in the proceedings before me that the Agreement should be for a term of other than two years, save for a belated suggestion on behalf of the Authority. In light of this I feel unable to recommend an Agreement for longer than two years. Had the parties been willing to reconvene I would have wished to explore with them the possibility of a longer Agreement, reaching parity between the four major ports only at the end thereof and perhaps entailing some form of COLA clause.

WAGES:

Pilots employed by the Authority in the four major Pilotage Areas are highly paid. They are also highly skilled and qualified professionals who bear grave responsibilities. The salary scales of pilots employed by other Pilotage Authorities in Canada and increases thereto were presented for my consideration. Comparisons are difficult. Pilots in the west coast ports and on the St. Lawrence River continue to work as private entrepreneurs. Great Lakes' pilots are forced by ice conditions to work on a seasonal basis. Month for month they make considerably more money than do pilots employed by the Atlantic Pilotage Authority but, on the other hand, they work a much more arduous rotation, understandably, since they work for only part of the year. Montreal Harbour pilots work the year around, but again their rotation is very different and demands upon them are difficult to compare. The small group of Fraser River pilots are perhaps the most comparable group of "employee" pilots and certainly their recent Agreement is very generous. Overall, I have found these comparative figures less helpful than I had hoped at the outset, but they do satisfy me that my recommendations, set out below, are realistic and, if accepted by the parties, would not result in over-compensation of the pilots relative to other pilots in Canada.

The evidence before me of the Authority's income from pilotage fees in the various ports does not indicate any overall significant increase in productivity. What is demonstrated is a rough equality of pilotage fee income per pilot in the four major Pilotage Areas on the one hand and in the minor areas on the other, except in the case of Bathurst which is much lower. The recommended wage schedule set out below is based, therefore, on two components: (i) cost of living

increases, allowing for both catch-up and current increases in the first year and projected increases in the second year, and (ii) parity increases.

Catch-up and Cost of Living Increases:

The previous Collective Agreement was the first between the parties. Previously, the pilots had worked as private entrepreneurs so it is impossible to say what percentage increase they received when that Agreement came into effect. At the start of the second year of the Agreement, e.g., on the 1st of February, 1974, all pilots except the Halifax pilots received a 5% increase in their basic salary. The Halifax pilots received 6%. At the end of January 1974, the last announced Consumer Price Index — for December 1973 — stood at 156.4, an increase of 9.1% over the preceding year. On this basis it can be said that the Halifax pilots fell behind the cost of living by 3.1%. All other pilots fell behind by 4.1%.

At the end of January, 1975, the Consumer Price Index announced for December was 175.8, up 12.4% over the preceding year.

In order that the salary of a Halifax pilot keep pace with yearly increases in the cost of living his salary must be increased 15.5% as of February 1st, 1975, the effective date of any new Agreement between the parties. Pilots in other ports, because they received 5% rather than 6% on February 1st, 1974, require an increase of 16.5% to keep pace with increases in the cost of living.

NOTE:

Second Year of the Agreement.

There is no indication that in the absence of drastic government measures the cost of living will rise less in 1975 than it did in 1974. However, it is perhaps not wise to recommend that a public employer such as the Atlantic Pilotage Authority should agree in advance to maintain the current rate of increase. I am therefore recommending that at the end of the first year of any new agreement between the parties there be an overall increase of 8% in salaries. If this proves inadequate to compensate for cost of living increases that can be taken account of in the next round of bargaining.

Parity Among Atlantic Ports:

(1) Major Ports

The Guild attaches great importance to parity among pilots employed in the four major Pilotage Areas. Undoubtedly, with the advent of V.L.C.C. traffic to oil refineries in the Cape Breton Pilotage Area, in the St. John Area and now in the St. John's/Holyrood/Clareville/Placentia Bay Area, much of the pre-existing ground for distinction between those Areas and Halifax has been eliminated. In the Wage Schedule set out below I have recommended that parity with Halifax be attained over the life of any new Collective Agreement. Note that this means, in effect, that the final recommended salary for all Class A licenced pilots in the major Pilotage Areas is the current Halifax salary, increased by cost of living factors.

(2) Minor Ports:

Both the Guild in its demands and the Authority in its initial offer appear to recognize the desirability of parity among the minor ports, with certain exceptions. Except for Bathurst, income from pilotage fees per pilot is very roughly comparable in each of the minor ports. For some reason the current salary of the two pilots at Restigouche is considerably higher than in any of the other ports. The recommended wage schedule set out below, therefore, provides that all pilots in the minor ports receive increases based on the cost of living factor, that pilots in the minor ports, with the exception of Restigouche and Bathurst be brought into parity, and that some steps be taken in the first year of the Agreement to bring the other minor ports, except Bathurst, closer to the salary level of the pilots at Restigouche. Pilots licenced only for Saint John's/Holyrood should receive an increase based only on the cost of living factors.

For these reasons I recommend that the following salary schedule apply during the term of the new Collective Agreement:

Pilotage Area(s)	Present Salary Class "A" Licence	1. Major Port Adjustment 2. Minor Port Adjustment	Feb. 1/75 Halifax 15.5% Others 16.5%	Aug. 1/75 +\$600 3. Major Port Adjustment toward parity with Halifax. 4. Minor Port Adjustment toward parity with Restigouche.	February 1/76 8%	Aug. 1/76 +\$764.36 5. Major Port Adjustment to parity with Halifax. 6. Minor Port Adjustment toward parity with Restigouche.
Halifax	26,145.00		30,197.50		32,613.28	
Cape Breton	23,704.00	1. 24,806.00	28,899.00	3. 29,499.00	31,848.92	5. 32,613.28
Saint John	24,806.00		28,899.00	3. 29,499.00	31,848.92	5. 32,613.28
St. John's/Holyrood/Clareville/ Placentia Bay	24,806.00		28,899.00	3. 29,499.00	31,848.92	5. 32,613.28
St. John's/Holyrood	24,806.00		28,899.00		31,210.92	
Bay of Exploits/ Baie Verte	11,025.00	2. 14,700.00	17,125.50	4. 17,725.50	19,143.54	6. 19,907.90
Stephenville/Humber Arm/ Port aux Basques	12,127.00	2. 14,700.00	17,125.50	4. 17,725.50	19,143.54	6. 19,907.90
Goose Bay (seasonal pro-rating)	14,018.00	2. 14,700.00	17,125.50	4. 17,725.50	19,143.54	6. 19,907.90
Miramichi	14,700.00		17,125.50	4. 17,725.50	19,143.54	6. 19,907.90
Restigouche	19,845.00		23,119.45		24,969.00	
Bathurst	9,923.00		11,560.30		12,485.12	

1. Adjustment to bring Cape Breton to parity with major areas other than Halifax.

2. Adjustment to bring minor areas to parity with Miramichi, except Restigouche and Bathurst.

I recommend implementation of the Authority's proposal that pilots holding classes of licence other than Class A, as provided for by Section 10 of The Atlantic Pilotage Authority Regulations, S.O.R./74-21, be paid salaries on the following basis:

Class B Licence — 85% of the rate for Class A licenced pilots.

Class C Licence — 75% of the rate for Class A licenced pilots.

Apprentice

Permits — 60% of the rate for Class A licenced pilots.

I wish to record my appreciation for the patience of the parties and their assistance in helping me to understand the issues involved.

Dated at Halifax this 12th day of June, 1975.

(Sgd.) Innis Christie,
Conciliation Commissioner.

APPENDIX "A"

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COLLECTIVE AGREEMENT

between

THE ATLANTIC PILOTAGE AUTHORITY

a Corporation established pursuant to Section 3 of the Pilotage Act,
Statutes of Canada 1970-71, Chapter 52, hereinafter called
the "Authority"

and

THE CANADIAN MERCHANT SERVICE GUILD

a Corporation established by Special Act of Parliament assented to
on the 6th day of June, 1919, hereinafter called the "Guild".

APPROVED

8 Nov 75

1. RECOGNITION

- 1.01 The Authority recognizes the Guild as the exclusive bargaining agent for all employees described in the certificate issued by the Canada Labour Relations Board on the eighth day of January 1975.

approved 17 Feb 75

2. DEFINITIONS

2.01

(agreed that this clause would be settled last in order to ascertain exactly what definitions will be required.)

3. APPLICATION:

3.01

3.02

no agreement to date

4. FEDERAL LEGISLATION

- 4.01 Except as otherwise provided in this Agreement, expressions used in this Agreement,

(a) if defined in the Pilotage Act and/or the Canada Shipping Act have the same meaning as given to them in those Acts;

(b) if defined in the Canada Labour Code but not in the Pilotage Act and/or the Canada Shipping Act, shall have the same meaning as given them in the Canada Labour Code, and

(c) if defined in the Interpretation Act, but not in any other Act specified above, shall have the same meaning as given to them in the Interpretation Act.

approved 18 Feb 75

5. RIGHTS OF PARTIES

- 5.01 Nothing in this Agreement shall abrogate the rights and responsibilities of the Authority and the Guild, or its members, in accordance with the provisions of the Pilotage Act or the Canada Shipping Act, and the Guild and the Authority shall settle all disputes and controversies, regardless of their nature, through the procedures set out in this Agreement. (see clause 27).

approved 5 Dec 74

6. WARRANTY OF OPERATION

- 6.01 The Authority and the Guild agree that there shall be no strikes or lockouts during the life of this Agreement.

6.02 There shall be no slowdown or stoppage of work during the period that a grievance is under review.

6.03 Refusal to cross a legally constituted picket line where there is a threat of physical violence to the pilot shall not be construed as a violation of this Agreement; however, the pilot will immediately report such situation to the Authority.

approved 4 Feb 75

7. RIGHTS OF MANAGEMENT

- 7.01 Except as provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities under the Pilotage Act.

approved 7 Nov 74

8. GENERAL

8.01 The Director shall have the direction of the Pilots and Apprentice Pilots and, in this regard, may make orders for the effective carrying out of the provisions of this Agreement.

8.02 Pilots shall be assigned for duty as their names appear on the duty roster and, as far as practicable, shall be assigned in regular turn, emergencies being the only exception.

8.03 A pilot who becomes aware of any defect in the operation or position of any navigational aid or who observes any alteration in the banks or channels, shall report same to the proper authority by the most expeditious means available.

8.04 A pilot may terminate the pilotage assignment undertaken as soon as the vessel is finally anchored or safely moored at its intended destination or as near thereto as safety permits.

8.05 Any pilotage charges collected by a pilot on behalf of the Authority shall immediately be forwarded to the Authority at their expense.

approved 19 Feb 75

9. PILOTS' COMMITTEES

- 9.01 The pilots of each area may, if they deem it necessary, elect an Area Committee to deal with the Authority on matters strictly of a local nature.

- 9.02 The Atlantic Region Pilots' Committee shall be recognized by the Authority, the Guild and the pilots as the agent of the Guild through which representations may be made in matters concerning the administration of this Agreement.

approved 5 Dec 74

10. MEMBERSHIP DUES

- 10.01 The Authority shall, as a condition of employment, deduct an amount equal to the membership dues from the monthly pay of all pilots in the bargaining unit.
- 10.02 The Guild shall inform the Authority in writing from time to time as necessary, the regular monthly uniform dues, authorized in accordance with the Constitution and By-laws of the Guild to be checked-off each pilot and the deductions shall be made for each pilot for the month and shall commence with the first month in which each pilot performs regular duties for more than ten (10) days, to the extent that earnings are available.
- 10.03 Upon receipt of the signed authorization of the individual pilot concerned, the Authority shall deduct the initiation fees, assessments and insurance premiums duly authorized by the Guild and remit same with the membership dues monthly.
- 10.04 All deductions required under this Clause will be remitted to the Guild within a reasonable time after the deductions are made, not to exceed sixty (60) days. The deductions shall be related to the identity of each pilot by name and social insurance number.
- 10.05 The Guild agrees to indemnify and save the Authority harmless against any claim or liability arising out of the application of this clause.

approved 8 Nov 74

11. JOINT CONSULTATION

- 11.01 (a) The Authority and the Guild mutually agree that benefits will accrue to all concerned from joint consultation on matters concerning the pilotage service in the Atlantic Pilotage Region and meetings may be held between the Authority and the Guild to discuss matters of common interest.
- (b) The following subject matters shall be deemed to be appropriate for consultation between the parties during the term of this Agreement:
- (i) Increase or decrease in the number of pilots assigned to each area or the changes proposed to any existing area within the Pilotage Region;
 - (ii) Training and other matters for applicants or for the upgrading of present pilots;
 - (iii) Any other subject mutually agreed upon from time to time by the Authority and the Guild.

approved 8 Nov 74

12. AUTHORITY REGULATIONS

- 12.01 The Authority agrees not to enact any Directive that may in any manner lessen the value of this Agreement during the term of same.
- 12.02 Each pilot shall be given a copy of every By-law, Regulation, Order-in-Council and Directive, together with any amendments to same, insofar as such documents appertain to the terms and conditions of employment with the Authority.

approved 8 Nov 74

13. SAFETY

- 13.01 The Authority and the Guild recognize the paramount interest of both parties in all matters relating to Safety of Pilots in the performance of their duties. In this regard the Authority agrees to consult on a continuing basis with each Area Pilots' Committee, regarding the purchase, charter, design and construction of any pilot boat to be used for the transportation of pilots in that area.

approved 20 Feb 75

14. SPECIAL LEAVE OF ABSENCE FOR PILOTS

- 14.01 A Pilot elected or appointed to serve on any District, Regional, Branch or National Committee or Board of the Guild shall be granted such leave as necessary from time to time, upon not less than ten (10) days prior notice, emergencies excepted, of the date and place of such a meeting. It is understood that the rest of the pilots will assure that the service is maintained without any additional cost to the Authority for that account.
- 14.02 The Chairman may grant to the Pilots' Committee such leave as may be required for the purposes of attending meetings with the Authority, or any other body concerning the administration or re-negotiation of this Agreement, or any matter concerning the welfare of the Pilots covered by this Agreement and such leave shall not be unreasonably withheld. When the need of such leave becomes apparent the Chairman of the Committee or his alternate shall make a request for the required leave, stating the reason for which the leave is required and the duration of such leave. Upon the leave being granted the names shall be removed from the Duty Roster for the duration of such leave. It is understood that the rest of the pilots will assure that the service is maintained without any additional cost to the Authority for that account.
- 14.03 The Chairman may grant leave of absence without pay to a pilot who has been elected to a full time office of the Guild, and the duration of such leave without pay shall be for the period the pilot is elected to hold that office and such leave shall not be unduly withheld. A replacement may be appointed for the term of such leave of absence only, and at the expiration of the leave the license shall be withdrawn and his name shall be replaced on the eligible list.

approved 4 Feb 75

15. VACATION LEAVE

- 15.01 During the term of this Agreement, a pilot shall earn Vacation Leave at the rate of two and one half (2.5) days' leave for each calendar month for which he receives at least ten (10) days' pay.
- 15.02 In the granting of Vacation Leave, the Director of Operations shall take due regard of the requirements of the service, but every effort shall be made by him to ensure that each pilot is able to take his vacation leave on a regular rotation basis.

approved 5 Dec 74

17. INJURY ON DUTY LEAVE

- 17.01 A pilot shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Authority where it is determined by a Provincial Workmen's Compensation Board that he is unable to perform his duties because of:

- (a) personal injury accidentally received in the performance of his duties and not caused by the pilot's wilful misconduct;

- (b) sickness resulting from the nature of his employment; or
- (c) over-exposure to radioactivity or other hazardous conditions in the course of his employment;

if the pilot agrees to pay to the Authority any amount received by him for loss of wages in settlement of any claim he may have in respect of such injury, sickness or exposure.

approved 8 Nov 74

18. SICK LEAVE

18.01 For the purposes of this Agreement, effective the 1st day of February, 1975 pilots shall accumulate sick leave on the basis of two (2) days for each month in which they receive pay for at least ten (10) days.

18.02 A pilot who has the necessary sick leave credits is eligible for sick leave with pay when he is unable to perform his duties because of illness or injury. The pilot shall provide a doctor's certificate if such leave exceeds three (3) days duration on each occasion.

18.03 If in the current agreement year a pilot has not been granted seven (7) days or more of sick leave, wholly on the basis of a statement signed by him, then a statement signed by the pilot describing the nature of his illness or injury and stating that because of this illness or injury he was unable to perform his duties shall, when delivered to the Authority, be considered as meeting the requirements of 18.02.

18.04 A pilot is not eligible for sick leave with pay during any period in which he is on leave of absence without pay or under suspension.

18.05 Where a pilot has insufficient or no credits to cover the granting of sick leave with pay, sick leave with pay may be granted:

- (a) for a period of up to twenty-five (25) days if he is awaiting a decision on an application for injury on duty leave, or

- (b) for a period of up to fifteen (15) days if he has not submitted an application for injury on duty leave, subject to the deduction of such advance leave from any sick leave credits subsequently earned.

18.06 When a pilot is granted sick leave with pay and injury on duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the pilot was not granted sick leave with pay.

approved 8 Feb. 75

19. OTHER TYPES OF LEAVE

19.01 At its discretion, the Authority may grant leave with pay for purposes other than those specified in this Agreement.

approved 19 Feb. 75

20. SEVERANCE PAY

20.01 In the case of a pilot who is laid off or who retires, he shall be allowed two (2) weeks severance pay for the first complete year of pilotage service and one (1) week for each succeeding year of pilotage service thereafter up to a maximum of twenty-eight (28) weeks, less any such allowance previously granted.

20.02 In the case of resignation, a pilot who has ten (10) or more years of accredited continuous employment with the Authority shall be allowed two (2) weeks severance pay for the first complete year of pilotage service and one (1) week for each succeeding year of pilotage service thereafter, up to

a maximum of twenty-six (26) weeks, less any such allowance previously granted.

20.03 If a pilot dies while in the active employ of the Authority, there shall be paid to his estate, an amount determined in accordance with the retirement provision of 19.01 regardless of any other benefit payable.

approved 8 Nov. 74

21. PENSIONS

21.01 The pilots covered by this Agreement shall be entitled to contribute to and to be eligible for all benefits provided under the Public Service Superannuation Act, Chapter P-36 of the Revised Statutes of Canada, 1970, together with any subsequent amendments thereto, on the same basis as Public Servants.

approved 8 Nov. 74

22. LOSS OR DAMAGE – CLOTHING AND PERSONAL EFFECTS

22.01 Where a pilot, during the course of his regular duty while on board a pilot boat or other ship, suffers loss or damage of clothing or personal effects, he shall be reimbursed by the Authority for such loss or damage.

22.02 Any pilot or his estate making a claim under this Article shall submit a signed affidavit listing the individual items lost or damaged and the value of same.

approved 6 Dec. 74

23. EXCLUSIVE EMPLOYMENT

23.01 No pilot shall engage in any employment or undertaking that will, in the opinion of the Chairman, interfere with his regular duties as a pilot.

approved 8 Nov. 74

24. DUTY ROSTER

24.01 Following consultation with each Area Pilots' Committee, the Authority shall draw up mutually acceptable duty roster for each Pilotage Area covered by this Agreement, taking into account the number of pilots available for each area and all other circumstances prevailing.

24.02 The duty roster for each area shall be reviewed by the parties as circumstances warrant.

24.03 A pilot on the duty roster shall keep the Director informed of his whereabouts.

25. WORK SCHEDULES

25.01 The normal tour of assignment duty for each pilot shall not exceed twelve (12) consecutive hours on an assignment in any given twenty-four (24) hour period. To ensure that pilots are not fatigued when being dispatched to vessels, at the end of a fourteen (14) hour period where rest between assignments is less than eight (8) consecutive hours, a pilot shall "book off" for an eight (8) hour uninterrupted period of rest.

25.02 A pilot who is off duty shall not be recalled for duty except in the case of emergency.

25.03 Pilots in St. John's/Holyrood/Clareville, Placentia Bay, St. John's/Holyrood, Halifax, Cape Breton and Saint John shall work a schedule of seven (7) days on and seven (7) days off

Of the pilots who are off duty, standby pilots will be made available as follows:

St. John's/Holyrood/Clarenville/Placentia

Bay and St. John's/Holyrood 2 standby pilots

Halifax 1 standby pilot

Cape Breton 2 standby pilots

Saint John 1 standby pilot

25.04 Where a pilot on standby status is recalled to the active duty roster, he shall be available for duty under the same terms as 24.01 above. For such recall, he shall be compensated for each twenty-four (24) hour period with a day off to be granted within his next work cycle. If for any reason this time off cannot be granted, he shall be paid a day's pay for each such twenty-four (24) hour period of recall.

25.05 Pilots assigned to duty in Stephenville/Humber Arm/Port aux Basques and Miramichi shall be available for duty on the basis of fourteen (14) days on and seven (7) days off exclusive of annual vacations.

25.06 Pilots in all other areas shall be available for duty as required.

25.07 It is agreed that Goose Bay is a seasonal operation and the pilots assigned to duty in that area will work on a fairly continuous basis, provided always that a rest period of not less than eight (8) consecutive hours is granted in each twenty-four (24) hour period. Such pilots shall be granted leave on the basis of two (2) days per five (5) days worked, to be accumulated and compensated at the end of the navigation season.

25.08 The Authority will establish a duty roster of off-duty pilots who are licensed to perform pilotage assignments in any non-compulsory area. A pilot performing an assignment in a non-compulsory area will receive fifty-five percent (55%) of the total pilotage charges payable for the vessel(s) to which he is assigned. For the purpose of this clause, pilotage through non-compulsory waters from the port of St. John's to Holyrood, Clarenville and Placentia Bay, vice versa or any combination thereof, are excluded.

25.09 For purposes of naval fleet and oil rig movements, all Halifax pilots are subject to recall at no extra charge to the Authority.

approved 19 Feb. 75

26. REMUNERATION

26.01 Each Pilot and Apprentice Pilot is entitled to be paid for his services at the applicable rate in Schedule "A" of this Agreement.

26.02 In some cases, the salary levels set out in the Schedule provide for pilots who are licensed for multiple pilotage areas or for multiple zones within a pilotage area. It is understood that the salary levels so set out are intended to compensate the pilots concerned for all pilotage duties required to be performed in order to complete the assignment.

26.03 Notwithstanding the foregoing, certain present incumbent Pilots in the Cape Breton Pilotage Area and in the Stephenville/Humber Arm/Port aux Basques multiple pilotage area who, on the 1st day of February, 1975, are not licensed to perform pilotage duties within all the zones or areas of the pilotage areas mentioned above, shall be paid at a salary level to be specified and duly confirmed in a Letter of Understanding.

approved 20 Feb. 75

27. DISPUTES, GRIEVANCES AND ARBITRATION

27.01 Any pilot covered by this Agreement or the Guild or the Authority, who has a complaint shall discuss same with the appropriate officer of the Authority or the Guild, as the case may be, within ten (10) days of the event giving rise to the complaint, with a view to resolving said complaint.

27.02 If the complaint is not resolved within ten (10) days following the discussion noted in 27.01, the complainant may present a written grievance to the other party within the next five (5) days and, if a pilot, he shall file a copy with both parties to this Agreement.

27.03 The party receiving such a grievance shall inform the other in writing of its decision within ten (10) days of receipt of the grievance.

27.04 (a) Should either party to this Agreement desire to institute the arbitration procedure hereinafter provided, notice must be given to the other party within fifteen (15) days following receipt of the decision noted in 26.03. Where no such notice is given, the grievance will be deemed to have been resolved.

(b) Where notice as set out in paragraph (a) is provided, the parties shall meet within ten (10) days to determine whether the matter will be heard by an arbitrator or an arbitration tribunal. If the parties cannot agree whether to use an arbitrator or an arbitration tribunal, the matter will be referred to the Federal Minister of Labour who will make such determination.

(c) If the Federal Minister of Labour determines that a single arbitrator will be used, he shall make the appointment.

(d) If an arbitration tribunal is to hear the case, the parties shall each appoint a member and the two appointees shall confer to agree upon a Chairman. Failing agreement within ten (10) days, the appointees shall refer the matter to the Federal Minister of Labour who will appoint the Chairman.

27.05 The arbitrator or arbitration tribunal shall meet with the parties within ten (10) days of the final appointment, hear the parties and shall render a binding decision within twenty (20) days of the appointment of the arbitrator or chairman, as the case may be.

27.06 Each party to the dispute shall bear his own costs of presenting his case, including the costs of any direct appointments to the tribunal. The cost of single arbitrator or the chairman, as the case may be, shall be borne equally by the parties.

27.07 (a) Any time limits contained in this Article may, by mutual agreement, be extended but such extensions shall not exceed double the limit provided.

(b) Any such extension agreed upon shall automatically extend the subsequent maximum time limit provided by an equal number of days.

(c) A day, within the meaning of this Clause, shall not include any Saturday, Sunday or recognized general holiday normally observed in the Province where the grievance originated.

27.08 Submissions to arbitration pursuant to the provisions of this clause shall be a condition precedent to the bringing of any action before the Federal Court of Canada with respect to this agreement, but, subject to such limitation, any dispute or litigation taken or to be taken as a result of anything arising out of this Agreement, whether based in torts or in contract or upon any other recourse at law the parties agree

to undertake or initiate such legal action before the Federal Court of Canada, if it has jurisdiction.

approved 19 Feb. 75

28. CLARIFICATION AND INTERPRETATION

- 28.01 Any clarification or interpretation that is mutually acceptable to the Parties hereto may be made and incorporated as an Amendment to this Agreement any time during the life of this Agreement. All such clarifications or interpretations shall be in writing duly signed by the Parties hereto.

approved 19 Feb. 75

These two clauses not completed to date

29. EFFECTIVE DATA

- 29.01 The term of this Agreement shall be from the 1st day of February, 1975 to the 31st day of January and thereafter until amended by subsequent negotiations between the parties.

- 29.02 Unless otherwise expressly stipulated the terms of this Agreement shall become effective on the 1st day of February, 1975.

30. TERMINATION, RENEGOTIATION

- 30.01 The terms and conditions of this Agreement shall continue in effect until amended or cancelled due to subsequent negotiations.

- 30.02 Negotiations to amend this Agreement shall be subject to ninety (90) days notice in writing by either party hereto. Such notice may be given any time after the 31st of October, 1976. Negotiations shall commence within ten (10) days of the date of such notice.

ANNEX I

LETTER OF UNDERSTANDING

**BETWEEN THE CANADIAN MERCHANT SERVICE GUILD
AND THE ATLANTIC PILOTAGE AUTHORITY**

1. (a) It is understood that in the Cape Breton Pilotage Area: Pilots A. M. Huntley and R. L. Bennett will be paid the Class A license salary for services rendered; and
(b) Pilots D. J. Campbell and R. C. Rose will be paid the Class B license salary for services rendered.
2. It is understood that in the Stephenville/Humber Arm/Port aux Basques multiple pilotage area, Pilots A. Melbourne, S. Burry and C. Johnston will be paid the Class A. license salary for services rendered.

ACCEPTED ON BEHALF OF THE
ATLANTIC PILOTAGE AUTHORITY

J. Hennessey

ACCEPTED ON BEHALF OF THE
CANADIAN MERCHANT SERVICE GUILD

E. Meadows

approved 20 Feb. 75

**Report of the Conciliation Commissioner appointed to deal with a dispute involving
Cape Breton Development Corporation (Coal Division) (Employer)
and
United Mine Workers of America, District 26 (Bargaining Agent)**

The Conciliation Commissioner appointed by the Minister of Labour to deal with this dispute was Lorne O. Clarke of Truro, N.S. His report was received by the Minister in May.

Pursuant to the provisions of Section 166 (a) of the Canada Labour Code, (I was) appointed a Conciliation Commissioner to "endeavour to effect agreement between the parties on the matters on which they have not agreed."

I arranged a meeting mutually agreeable to the parties beginning in Sydney on May 5, 1975.

The last Collective Agreement expired December 31, 1974. There are in excess of 3,000 employees in the Bargaining Unit.

The parties have had several meetings attended by their negotiating committees. These meetings resulted in a Memorandum of Agreement which was not accepted after a vote of the membership. Having failed to conclude an agreement, subsequent meetings were held with the assistance of Conciliation Officers of (the) Department.

On May 5, 1975, when I first met with the parties, the Employer was represented by Mr. Tom Kent, its President, and Mr. B. R. McDade, its Vice-President and Secretary and Mr. John Bardswich, its Vice-President (Coal Division). The Bargaining Unit was represented by Mr. William H. Marsh, the President of District 26 and Mr. Peter Murray, the Vice-President and Secretary-Treasurer of District 26.

After lengthy sessions with the parties, both joint and separate, . . . I have been unable to effect an agreement between them on the remaining items in dispute.

I have examined the oral and other submissions of the parties respecting the last issues in dispute. In addition, I have discussed their positions with them. As a result, I wish to record my recommendations for the settlement of these issues.

1. Wages

I recommend:

- (a) Beginning January 1, 1975, the daily rate of pay be increased by \$6.00.
- (b) Beginning January 1, 1976, the daily rate of pay be increased by \$4.00.
- (c) Beginning July 1, 1976, the daily rate of pay be increased by \$2.00.

2. Retroactivity

I recommend the first increase in daily rate of pay be retroactive to January 1, 1975.

3. Other Matters

I recommend that all other matters in the Memorandum of Agreement made between the parties and dated February 5, 1975, for a proposed Collective Agreement to expire December 31, 1976, remain as negotiated.

General

I have reviewed and studied the detailed submissions made by both parties in support of their respective positions. While I do not propose to review them in this report, I recognize the relevancy of the positions the parties have taken.

These recommendations are being advanced in the hopeful anticipation that they may form a basis of settlement to this unfortunate dispute. Both parties recognize the need to resolve their remaining differences. Upon each party receiving a copy of this report, I sincerely hope each will give serious and thoughtful consideration to these recommendations and endeavour to accept them and thus resolve the remaining issues.

DATED at Truro, Nova Scotia, this 12th day of May, 1975.

(Sgd.) Lorne O. Clarke,
Conciliation Commissioner.

Report of the Conciliation Commissioner appointed to deal with a dispute involving
Grimshaw Trucking and Distributing Ltd.
and
General Teamsters, Local Union No. 362

The Conciliation Commissioner appointed by the Minister of Labour to deal with this dispute was Adrian G. Smith of Edmonton. His report was received by the Minister in June.

Upon ... my appointment as Conciliation Commissioner I immediately notified the Teamsters Union and Grimshaw Trucking Ltd. of my appointment and arranged separate meetings with each party. I indicated to each party that I wanted to proceed with negotiations at once and would report to the Minister within the statutory time limit.

I was aware of the fact that members of the Teamsters Union employed by Pacific Western Transport had purchased within the past few weeks control of that Company and a new agreement between the new Owner of Pacific Western Transport and the Teamsters Union had been concluded.

Pacific Western Transport and Grimshaw Trucking Ltd. are the major competitors for business on the run into the Northwest Territories and Northern Alberta. The months of June, July, August and September are the months in which the volume of business produces very substantial revenues for both companies. I indicated to the parties that if Grimshaw Trucking Ltd. was shut down by a strike of its Teamster Union employees at this time the obvious conclusion could be drawn that the Teamster owned Pacific Western Transport could double its business in the busiest and most lucrative period of the year and Grimshaw Trucking Ltd. would likely be closed out. The parties agreed that this would very probably be the case. A strike vote had been taken by the Teamsters Union of the employees of Grimshaw Trucking Ltd. between June 9th and June 20th in respect of the Company's final offer dated March 15, 1975. The votes had not yet been counted. I suggested to the Company that if it did not move on its offer and the vote rejected it, the Company would be finished. The company agreed. I suggested to

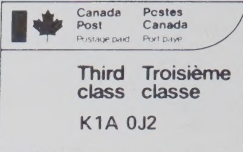
the Union that if, having just become involved in Pacific Western Transport, it struck Grimshaw Trucking Ltd. some obvious and adverse conclusion would be drawn about the Union's real intentions in the negotiations.

The result of the negotiations that followed was that the Company produced on June 26th its final offer which met the Union's demands in all respects except for increments on hourly wages totalling \$.80 for the June 1, 1976 and January 1, 1977 periods rather than the total of \$1.00 demanded by the Union. The Union dropped its demands in respect of vacations, health and welfare.

At the final meeting on June 26, Mr. Permann, representing the Union, said that he would present the Company's last offer dated June 26 to the membership without a recommendation that it be accepted but appreciating, at the same time, that the mere fact that he was presenting the offer following the further negotiations was an indication to the membership that the offer was deserving of favourable consideration. The answer will be known by July 15.

It is for the government to decide, in the final analysis, whether or not Grimshaw Trucking Ltd. should continue to operate at a substantial loss to the Canadian taxpayer in competition with Pacific Western Transport (now Byers Transport) wholly owned by members of the Teamsters Union and probably financed in some way by the Teamsters Union.

(Sgd.) Adrian Smith,
Conciliation Commissioner.



If undelivered return to:
Canada Department of Labour

En cas de non-livraison, retourner à:
Ministère du Travail du Canada